

DONELAN, CLEARY, WOOD & MASER, P. C.

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14868-K

MAR 9 - 1992 - 1 12 PM

INTERSTATE COMMERCE COMMISSION

March 9, 1992

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary Strickland:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11303(a) and the regulations thereunder, are three original counterparts of Partial Release No. 5, a secondary document, dated as of March 6, 1992, relating to Mortgage, Assignment, Security Agreement and Financing Statement, a primary document, dated as of December 23, 1985, between Chicago, Central & Pacific Railroad Company ("Mortgagor") and General Electric Capital Corporation ("Mortgagee"), recorded under Recordation No. 14868, and amended by First Amendment to Mortgage, Assignment, Security Agreement and Financing Statement, dated as of December 31, 1987, further amended by Second Amendment to Mortgage, Assignment, Security Agreement and Financing Statement, dated as of December 22, 1988, recorded under Recordation No. 14868-D, and further amended by Third Amendment to Mortgage, Assignment, Security Agreement and Financing Statement dated as of December 21, 1990, recorded under Recordation No. 14868-G, (collectively the "Mortgage").

It is my understanding that the recordation number to be assigned to this new document, as described in the preceding paragraph, will be: 14868-~~J~~.
K

The name and address of the party to the enclosed document are as follows:

MORTGAGEE: General Electric Capital Corporation
1600 Summer Street
Stamford, Connecticut 06905

C. Donelan
L. H. H. H.

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Honorable Sidney L. Strickland, Jr.
March 9, 1992
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A general description of the railroad equipment covered by the enclosed Partial Release No. 5 is attached hereto as Schedule I.

The undersigned is the attorney-in-fact of General Electric Capital Corporation. Please return the originals of the enclosed document to John K. Maser III, Esquire, Donelan, Clearly, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005-4078 or to the bearer hereof.

Also enclosed is a remittance in the amount of \$16.00 for the required recording fee.

A short summary of the document to appear in the index follows:

SECONDARY DOCUMENT

Partial Release No. 5, a secondary document, dated as of March 6, 1992, relating to Mortgage, Assignment, Security Agreement and Financing Statement, dated as of December 23, 1985, between Chicago, Central & Pacific Railroad Company ("Mortgagor") and General Electric Capital Corporation ("Mortgagee"), recorded under Recordation No. 14868, as amended, relating to and releasing one (1) General Motors GP-10 locomotive bearing identification mark "CC" and Revised No. 1756 (corresponding to the original No. 8056).

Respectfully submitted,

By John K. Maser III
John K. Maser III
Attorney-In-Fact

Schedule I

SCHEDULE OF MORTGAGED EQUIPMENT RELEASED

<u>TYPE</u>	<u>ORIGINAL IDENTIFICATION MARK and NUMBER</u>	<u>REVISED IDENTIFICATION MARK and SERIAL NUMBER</u>	<u>YEAR BUILT</u>
GP-10 Locomotive	CC-8056	CC-1756	1970

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INTERSTATE COMMERCE COMMISSION

PARTIAL RELEASE NO. 5

This Partial Release No. 5 ("Partial Release") is given as of March 6, 1992, by General Electric Capital Corporation (formerly General Electric Credit Corporation), as Mortgagee (the "Mortgagee") under the Mortgage (as hereinafter defined) a New York corporation having an office at Stamford, Connecticut.

Whereas, the Mortgagee and Chicago, Central & Pacific Railroad Company as Mortgagor (the "Mortgagor") under the Mortgage, a Delaware corporation having an office at Waterloo, Iowa, have entered into a Mortgage, Assignment, Security Agreement and Financing Statement dated as of December 23, 1985, and amended by that certain First Amendment to Mortgage, Assignment, Security Agreement and Financing Statement dated as of December 31, 1987, that certain Second Amendment to Mortgage Assignment, Security Agreement and Financing Statement dated as of December 22, 1988, and that certain and Third Amendment to Mortgage, Assignment, Security Agreement and Financing Statement dated as of December 21, 1990, (collectively the "Mortgage"), which Mortgage has been duly recorded and filed under recordation number 14868,

Whereas the Mortgagee hereto desires to execute and deliver this Partial Release for the purpose of specifically releasing the property described in Schedule I hereto from the lien and security interest of the Mortgage, all subject to the terms and conditions of this Partial Release.

Now therefore, the release witnesseth:

1. The Mortgagee hereto agrees that, in consideration for the payment by Mortgagor to Mortgagee of US \$1.00 and other valuable consideration, receipt of which is hereby acknowledged by the Mortgagee, the Equipment identified in Schedule I attached hereto shall immediately cease to be subject to the lien and security interest created by the Mortgage and the Mortgagee does hereby release, transfer, assign, grant, discharge and forever acquit unto the Mortgagor, its successors and assigns such Equipment;

Together with, all title, interest and claims whatsoever, at law as well as in equity, which the Mortgagee may hereafter become legally or equitably entitled, in or to the Equipment identified in Schedule I attached hereto (constituting a portion of the property subject to the lien and security interest of the Mortgage), it being the intention hereof that the property hereby released shall be discharged from the Mortgage, free and clear of the security interest created thereby.

To have and to hold the property hereby released to the Mortgagor, its successors and assigns forever, free and clear and discharged of and from all

liens, security interests, charges or encumbrances under and by virtue of the Mortgage.

2. Any equipment governed by the Mortgage not identified in Schedule I hereto (including equipment offered in substitution of the released equipment) shall continue and remain subject to the lien and security interest of the Mortgage.

3. Except to the extent expressly set forth in this Partial Release, nothing contained herein shall, or shall be deemed to, reduce, modify, impair, waive or otherwise affect any provision of the Mortgage.

4. This Partial Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

In witness whereof, the Mortgagee hereto has caused this Partial Release to be executed in its corporate name by a duly authorized officer as of the day and year first above written.

GENERAL ELECTRIC CAPITAL CORPORATION,
Mortgagee

By: _____

Title: **ROBERT O. O'REILLY**
VICE PRESIDENT

STATE OF CONNECTICUT)
) SS.:
COUNTY OF FAIRFIELD)

On this 6th day of March 1992, before me personally appeared Robert O. O'Reilly, to me personally known, who, being by me duly sworn, says that he/she is Vice President of GENERAL ELECTRIC CAPITAL CORPORATION, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Trustees, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kari L. Conti
Notary Public

[Notarial Seal]

My Commission expires

KARI L. CONTI
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1995



Schedule I

SCHEDULE OF MORTGAGED EQUIPMENT RELEASED

<u>TYPE</u>	<u>ORIGINAL SERIAL NUMBER</u>	<u>REVISED SERIAL NUMBER</u>	<u>YEAR BUILT</u>
GP-10 Locomotive	8056	CC-1756	1970